

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 1, 2012

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Gerald Barksdale, James W. "Bill" Latimer, and Bill Daws.  
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Gerald Barksdale and seconded by James W. "Bill" Latimer to approve the minutes of September 17 & 26, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Bill Daws and seconded by Gary Daly to approve the following claims

9/22/12	Check # 21049 - 21160	\$ 12,702.90
9/21/12	Check # 21161 - 21236	\$ 758,945.19
9/28/12	Check # 21237 - 21353	<u>\$1,222,587.77</u>
	TOTAL	\$1,994,235.86

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Bill Daws to authorize the Chairman to execute the following contract between the Mental Health Center of North Central Alabama, Inc. and Quest Recovery Center for substance abuse services for persons referred by Community Corrections, in the amount of \$6,000.00 per year.

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**MENTAL HEALTH CENTER OF NORTH CENTRAL ALABAMA, INC.**  
*and*  
**LIMESTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Mental Health Center of North Central Alabama, Inc. through the auspices of its outpatient substance abuse program, Quest Recovery Center, herein after referred to as QRC, and the Limestone County Board of County Commissioners, through the auspices of its community corrections program,

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Limestone County Community Corrections, hereinafter referred to as CORRECTIONS.

For the purposes of this document, Limestone County Board of County Commissioners is used synonymously with Limestone County Community Corrections.

### **A. PURPOSE:**

The purpose of this MOU is to continue an existing framework of cooperation between QRC and CORRECTIONS in order to provide outpatient alcohol and other drug treatment and related services for persons referred by Limestone County Community Corrections.

It is understood and agreed upon by both QRC and CORRECTIONS that this agreement is to be kept separate and distinct from other programs and contracts currently conducted between the Limestone County Board of County Commissioners and the Mental Health Center of North Central Alabama, Inc.

#### Services to be Provided:

This MOU will allow existing Intensive Outpatient (10P) substance abuse services for persons referred by CORRECTIONS to continue for the 2012-2013 fiscal year (October 1, 2012 through September 30, 2013). This service will continue to be exclusive to CORRECTIONS. Services to be provided by QRC will include (but not limited to): psychosocial assessment; substance abuse outpatient treatment services; referral for co-occurring mental health disorders; and support services for family members.

The goal of this program will continue to be: increase the availability and accessibility of substance abuse treatment and related services for persons identified by CORRECTIONS in order to restore, or establish, a healthy and drug-free lifestyle.

### **B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

1. Benefits to CORRECTIONS include having an on-site treatment program that provides alcohol and other drug treatment services exclusively for Limestone County Community Corrections.
2. Benefits to QRC include program housing and other in-kind support provided for the program.
3. It is in the interest of both QRC and CORRECTIONS to cooperate on this project so that both may fulfill their primary missions.

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### **C. QRC SHALL:**

1. Provide adult, intensive outpatient substance abuse treatment (10P), drug and alcohol education, aftercare and related services at a location provided by CORRECTIONS. Services will continue to be coordinated through the Limestone County Community Corrections director or designee. Characteristics of this program include:
  - a. Services will be provided on days and times that are mutually acceptable to QRC and CORRECTIONS;
  - b. Services to be provided will be limited to 1 (one) outpatient group. Services included with outpatient group include: 1) referral to the Mental Health Center of North Central Alabama psychiatrist; 2) nurse; 3) intake and assessment process; 4) drug and alcohol education; 5) HIV/AIDS prevention education; 6) family support services; 7) after-care group; 8) referral for co-occurring mental health problems; and 8) other related services.
  - c. It is expected that these services will continue to be provided at a designated CORRECTIONS site that meets facilities certification standards for the Alabama Department of Mental Health.
2. Accept responsibility for providing all necessary supplies to administer the program (i.e. office supplies and minor office equipment).
  - a. QRC will provide its own computer, printer *and* related software and equipment; and
  - b. QRC will provide its own secured filing cabinets.
3. Adhere to all CORRECTIONS procedures and requirements for building access, security, usage, maintenance and relevant codes of conduct for staff and clients while at the CORRECTIONS designated facility.
4. Only use the designated CORRECTIONS facility for direct services of said program.
5. Accept all liability for the quality of services provided in said program. QRC will meet all applicable federal and state laws and regulations regarding treatment services and maintaining protected health information (PHI).

### **D. CORRECTIONS SHALL:**

1. Continue to provide at least one dedicated staff office with the following criteria:
  - a. This office shall include furniture, a telephone, internet access, and reasonable access to a fax machine and a copier;
  - b. Reasonable access for QRC staff to this office during nontraditional business hours;
  - c. For purposes of securing client protected health information, all client records maintained by QRC staff shall be maintained in secured filing cabinets in this office (*filing cabinets will be provided by QRC*);
  - d. Door to this office shall have the ability to be secured so that only authorized persons shall have access, and will be closed when QRC

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staff is not present. This office shall not be shared with other persons or programs; and

- e. Access to the CORRECTIONS computer network for the sake of Internet access shall be provided for QRC staff.
2. Provide a location with an area large enough to facilitate treatment and education groups.
3. Provide drug screens for all persons enrolled in the QRC program and share test results with QRC staff. QRC may make additional requests to CORRECTIONS for drug screenings.
4. Provide the maintenance, utilities, housekeeping and related needs of the designated office space.
  - a. It is *understood* that QRC assumes responsibility for damages/repairs of the facility in cases beyond expected normal use.
5. Not assume liability for the quality of services provided by QRC.
6. Follow all federal and state laws and requirements as they pertain to obtaining and managing client protected health information (PHI).

### **E. PROTECTED HEALTH INFORMATION (PHI)**

1. PHI information for clients of the described QRC program will be kept at the designated QRC office site. The CORRECTIONS designated QRC office site continue to be compliant with legal requirements for maintaining protected health information (PHI).
2. Only QRC and CORRECTIONS staff, as authorized under federal and state laws, will have access to client protected health information (PHI).
3. Client protected health information (PHI) may be shared with CORRECTIONS staff only with appropriate authorizations to release PHI as approved by individual clients.

### **F. COST OF SERVICES**

NOTE: This MOU is written for the fiscal year 2012 - 2013 (October 1, 2012 through September 30, 2013).

1. QRC will continue to invoice CORRECTIONS five-hundred, and 00/100 (\$500) dollars per month for stated services. Cost to CORRECTIONS for stated services will be \$6,000 annually.
2. QRC will invoice CORRECTIONS twelve (12) times per year. The invoicing schedule will remain consistent with the 2011-2012 schedule.
3. Monthly invoices will be sent to: Director, Limestone County Community Corrections, 410 South Jefferson Street, Athens, Alabama 35612, (256) 216-3437.
4. Pending receipt of client's proof of income, and third party payor benefits (if applicable), 10P clients who have no other third party payer source for stated services will be charged at a discounted minimum fee for services including: \$25.00 intake fee for psychosocial assessments and a \$5.00 fee per client per IOP group attended. QRC staff will develop procedures for collecting this fee directly from clients.

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### G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts QRC or CORRECTIONS from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. QRC or CORRECTIONS may terminate this instrument in whole, or in part, at any time by providing thirty (30) days written notice to the other party.

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Stanley Menefee, Chairman  
Limestone County Commission

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Marie Hood, Executive Director  
Mental Health Center of NCA

October 1, 2012

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by James W. "Bill" Latimer to authorize the Chairman to execute an agreement with the United States Department of Agriculture Natural Resources Conservation Service to extend the Waterway Debris Removal Project deadline from October 26, 2012 to November 30, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to suspend the Rules of Order to add a Mutual Assistance Agreement and an Alabama Department of Youth Services Agency Grant Agreement to the agenda.

Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Bill Daws and seconded by James W. "Bill" Latimer to authorize the Chairman to execute the following Mutual Assistance Agreement with North Alabama Mutual Assistance Association (NAMAA) and to accept the Alabama Department of Youth Services Agency Grant in the amount of \$40,000.00 with no county match.

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### **MUTUAL ASSISTANCE AGREEMENT**

#### **I. PURPOSE**

To provide an understanding between and among counties and municipalities of the North Alabama Mutual Assistance Association (NAMAA) in providing and receiving mutual aid as a result of an act of war, natural or man-made disaster; and to provide the authority for utilization and implementation of the Emergency Operations Plan for Mutual Assistance Deployment developed by NAMAA.

#### **II. AUTHORITIES AND REFERENCES**

A. The basic authority for each county and/or municipality to enter into this agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended.

B. Provisions of this agreement are based on the various sections and paragraphs of Act 47.

C. Other authorities and references are outlined in Section I, Basic Emergency Operations Plan for Mutual Assistance Deployment.

D. Authority to activate and implement this agreement and plan is the same as that provided for activation of any emergency plan as outlined in the Direction and Control provisions of each county's Basic Emergency Operations Plan.

#### **III. SCOPE**

This agreement and plan encompasses the area represented by the NAMAA, whose membership consists of the Emergency Management/Civil Defense Director/Coordinator of the counties of Blount, Cherokee, Colbert, Cullman, DeKalb, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Walker, and Winston.

#### **IV. SITUATION**

Response to natural or man-made disasters, including acts of war, can exhaust all resources of a town or county or deplete certain types of manpower, equipment, or supplies. When this condition exists, the affected entity must rely on the next highest level of government or a neighboring entity or volunteer agencies and the private sector for the necessary resources to save or sustain life, health, and property. Such assistance must be provided or received within the proper legal framework as outlined in Act 47 and with a clear understanding of the conditions such assistance is given or received.

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### V. MUTUAL AID AGREEMENT

**Article 1.** The purpose of this compact is to provide mutual aid among the counties and their respective municipalities listed in Section III in meeting any emergency resulting from nuclear attack or any other act of war, natural or man-made disaster. The prompt, full and effective utilization of the resources of the respective counties, including such resources that may be available from the state or federal governments or any other source, are essential to the safety, care and welfare of the people thereof in the event of enemy attack or other emergency, and any other resources including personnel, equipment or supplies, shall be incorporated into a plan or plans of mutual aid. The Director members of the North Alabama Mutual Assistance Association shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement.

**Article 2.** It shall be the duty of each party county and municipality to formulate plans for implementation of this agreement with a free exchange of information and plans, including inventories of materials, equipment, and other resources available for carrying out provisions of this agreement.

**Article 3.** Any mutual aid assistance should be requested through the local Emergency Management Director/Coordinator in the requesting county. Any party county or municipality requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof: Provided, that it is understood that the county or municipality rendering aid may withhold resources to the extent necessary to provide reasonable protection for such county or municipality. Each party to this agreement shall extend to the Emergency Management/Civil Defense forces of any other party county or municipality, while operating within the receiving jurisdiction under the terms of this agreement, the same powers (except that of arrest unless specifically authorized by the receiving county or municipality), duties, rights, privileges and immunities as if they were performing their duties in the county or municipality in which normally employed or rendering services. Emergency Management/Civil Defense forces will continue under the command and control of their regular and normal leaders, but the organizational units will come under the operational control of Emergency Management/Civil Defense authorities of the county or municipality receiving assistance.

**Article 4.** Wherever any person holds a license, certificate or other permit issued by any county or municipality evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any party county or municipality to meet an emergency or disaster, and such county or municipality shall give due recognition to such license, certificate or other permit as if issued in the county or municipality in which aid is rendered.

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**Article 5.** Each county or municipality, and each Emergency Management/Civil Defense worker, and certain other individuals or groups, shall not be liable for the death of or injury to persons, or for damages to property as a result of certain Emergency Management/Civil Defense activity while complying with or reasonably attempting to comply with Chapter 9 of Title 31, Code of Alabama 1975, as amended, and any order, rule or regulation promulgated pursuant thereto.

**Article 6.** Nothing herein contained shall preclude any party county or municipality from entering into supplementary agreements with other party counties or municipalities. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation, and communications personnel, equipment and supplies.

**Article 7.** Each party county or municipality shall provide for the payment of compensation and death benefits to full-time employees of such county or municipality who are members of the Emergency Management/Civil Defense forces of that county or municipality, and who sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained in any other county or municipal employment. Each party county or municipality agrees to furnish a copy of this agreement to its workmen's compensation insurance carrier, and if applicable, to the administrative agency or carrier responsible for administering any pension law in behalf of said county or municipality.

**Article 8.** Any party county or municipality rendering aid in another county or municipality pursuant to this agreement shall be reimbursed by the party county or municipality receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests: Provided that any two or more party counties or municipalities may enter into supplementary agreements establishing a different allocation of costs among those counties or municipalities. The United State Government or the State of Alabama may relieve the party county or municipality receiving aid from any liability and reimburse the party county or municipality supplying Emergency Management/Civil Defense forces for the compensation paid to and the transportation, subsistence, and maintenance expenses of such forces during the time of such aid or assistance and may also pay fair and reasonable compensation for the use or utilization of supplies, materials, equipment or facilities so utilized or consumed.



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**Article 9.** Plans for the orderly evacuation and reception of the civilian population as a result of an emergency or disaster shall be worked out from time to time between representatives of the party counties or municipalities. Such plans shall include the manner of transporting such evacuees, the number of evacuees to be received, the manner in which food, clothing, housing and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies and all other relevant factors. Such plans shall provide that the party county or municipality receiving evacuees shall be reimbursed generally for the out-of-pocket expenses incurred in receiving medicines and medical care and like items. Such expenditures shall be reimbursed by the party county or municipality of which the evacuees are resident or by the United States Government or State of Alabama under approved plans. After the termination of the emergency or disaster, the party county or municipality of which the evacuees are resident shall assume the responsibility for the ultimate support or repatriation of such evacuees.

**Article 10.** This agreement shall be operative immediately upon its ratification by any county or municipality as between it and any other county or municipality so ratifying. Ratification is indicated by the signature of the Chief Executive of the county or municipality and the Emergency Management/Civil Defense Director/Coordinator of that respective jurisdiction after being approved by the governing body of the county or municipality. Duly authenticated copies of this agreement will be deposited with each government entity ratifying and with the Emergency Management/Civil Defense Agency represented by the entity.

**Article 11.** This agreement shall continue in force and remain binding on each party county or municipality until the governing body of a county or municipality takes appropriate action to withdraw therefrom. Such action shall not be effective until thirty (30) days after notice thereof has been sent by the Chief Executive of the party county or municipality desiring to withdraw to all other party counties or municipalities.

**Article 12.** This agreement shall be construed to effectuate the purposes stated in Article 1. hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby. Nothing contained in this agreement shall be construed as a limitation of powers of granted counties or municipalities to enter into other agreements relating to civil defense in an emergency, or impairing in any respect the force and effect thereof.

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### **VI. CONCEPT OF OPERATIONS**

- A. Approval of this Agreement also signifies the adoption of the Emergency Operations Plan for Mutual Assistance Deployment developed for this purpose by the NAMAA and authorizes the implementation of that plan as the method under which Mutual Aid Operations and the provisions of this agreement will be carried out.
- B. All existing and future manpower, equipment, and supply resources of all party counties and municipalities to this agreement are hereby jointly made available for regional response to any disaster or major emergency which may occur within the sixteen county areas, when requested by the affected county's Emergency Management Director/Coordinator.
- C. The Emergency Management/Civil Defense Directors/Coordinators of the NAMAA party counties and their respective municipalities, with the full and active participation and cooperation of all law enforcement, fire, rescue, medical, welfare, public works, and other resource agencies, are hereby authorized and directed to respond as necessary under the Emergency Operations Plan for Mutual Assistance Deployment to most efficiently utilize existing and future resources of the party counties and municipalities.
- D. Further, the Emergency Operations Plan for Mutual Assistance Deployment will be tested in such manner and frequency deemed necessary to insure its effectiveness and to keep it current so as to provide for the greatest possible efficiency and effectiveness in coping with disasters or major emergencies occurring anywhere within the specified region.

### **VII. RATIFICATION**

This agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairman, Probate Judge, etc.) of the participating county and/or municipality after approval by the governing body of the County and/or municipality authorizing such signature and approving the existing Emergency Operations Plan for Mutual Assistance Deployment developed by the North Alabama Mutual Assistance Association.

This Agreement approved this the 1<sup>st</sup> day of October, 2012.

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**ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2012 – 2013**

**The Alabama Department of Youth Services hereby awards to**

**Limestone County Commission**  
(Hereinafter called Recipient)

the amount of Forty thousand and no/100 dollars (\$40,000.00)

These funds shall be used for non-residential services for Limestone County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that these counties will aim to eliminate 2-5 commitments annually to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses).

These funds shall be utilized for the following purpose/activities:

*The Limestone County Youth Diversion Program provides assessments and treatment for juvenile offenders by providing group and individual counseling through the Intensive Outpatient Therapy program. Electronic monitoring allows juvenile offenders to be supervised at home and community service assignments allow juveniles to be held accountable for their offenses. This program utilizes the services of the Limestone County Family Resource Center in Athens.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 11-17
  - High risk youth adjudicated for misdemeanor and felony property offenses
  - Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics only will not be eligible for participation:
  - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
  - Status offenders
- Be developed by or in collaboration with the Limestone County Juvenile Court (LCJC);

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- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants, including:
  - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
  - Most Serious Current Offense
  - Most Serious Prior Offense
  - Risk Level
  - Hearing Officer
  - Probation Officer
  - Date Started Program
  - Date Completed Program (if applicable)
  - Successful Completion (Yes or No)
  - If Unsuccessful, Why
  - Committed Due To Unsuccessful Completion (Yes or No)
  - Re-Arrested while in program (Yes or No)
  - Attended all court hearings while in program (Yes or No)
  - Successfully completed probation after program completion (Yes or No)

Recipient shall input and update student data regularly in the DYS Grantee Information Management System database (GIMS).

- Produce an annual report by November 30, that includes the following information, at a minimum:
  - A narrative description of each program funded by the grant
  - Annual summary of participant data
  - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports as directed by DYS. Decisions about renewing grants will be made based on the court's ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both LCJC and DYS acknowledge that this Award may be terminated at will by LCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the

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State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

### ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: \_\_\_\_\_  
J. Walter Wood, Jr.  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only.

### ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 1<sup>st</sup> day of October, 2012.

BY: \_\_\_\_\_  
*Limestone County Commission*

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by James W. "Bill" Latimer to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2403	Internet Services Limestone County & City of Athens	Charter Business	\$1,750.00 monthly

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Gerald Barksdale to promote Tony Graviet to Director of Community Corrections.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Bill Daws and seconded by Gary Daly to accept a request from Michele Burns to be demoted from Real Property Appraiser to Appraisal Clerk; and to transfer Teresa Hartzog from Appraisal Clerk to Real Property Appraiser at the request of the Revenue Commissioner.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by Gary Daly to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Sabrina Bates	Accounts Payable	10/20/12
Billy Boldin	Equipment Operator II	10/19/12
Nicholas Daniel	Deputy	10/01/12
Eddie Gilbert	Emergency Mgt. Officer	10/10/12
James Hardaway	Case Manager	10/31/12
Deborah Holt	Recording Clerk II	10/26/12
Emily Lewter	Deputy	10/28/12
Gary Lovell	Corrections Officer	10/18/12
Angela Maples	Appraisal II	10/06/12
Jennifer McBay	Administrative Secretary	10/29/12
Bryan Robinson	Equipment Operator III	10/03/12
Jason Shawley	Deputy	10/31/12
Christopher Shedd	Equipment Operator II	08/16/12
Julian Tyler	Corrections Sergeant	10/26/12
Norma Underwood	Corrections Officer	10/02/12

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Gerald Barksdale to approve the following subdivision:

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Name	S/D Type	Approval Type	Lots	District	Location
Graystone Subdivision Phase II	Major	Preliminary	24	1	End of Old School House Rd extending Heathrow St

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Bill Daws to approve the following speed limits:

Road Name	District	Location	Miles Per Hour
Bone Road	4	Stinnett Hollow Road	20
Poplar Point Road	3	Poplar Point Subdivision	25
Beech Fork Lane	3	Poplar Point Subdivision	25
Poplar Point Loop	3	Poplar Point Subdivision	25
Paradise Shores Road	3	Paradise Shores Subdivision	25

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Bill Daws to approve to expand the scope of the Phase 1 study at Lucy's Branch for environmental review, not to exceed \$1,500.00.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by Bill Daws to approve to sell the following on GovDeals:

Department	Item	VIN #
Council on Aging	1999 Chevy Cavalier	1G1JC5244X7200916

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

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Chairman Menefee stated he will notify everyone as soon as the inspection report is received concerning the tree at the Courthouse; hopefully later this week.

Recessed at 10:10 a.m. until 10:00 a.m. on Wednesday, October 10, 2012 at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.